

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

<b>IN RE:</b>	:	<b>Case No. 18-21584-CMB</b>
	:	
<b>Tedi J. Perez,</b>	:	<b>Chapter 13</b>
<b>Debtor</b>	:	
	:	
<b>Tedi J. Perez,</b>	:	<b>Document No. 1 0 6</b>
<b>Movant,</b>	:	
	:	
<b>vs.</b>	:	<b>Hearing Date Time</b>
	:	<b>November 16, 2023 at 1:30 PM</b>
	:	
<b>PennyMac Loan Services</b>	:	
<b>LLC,</b>	:	
	:	
	:	
<b>RESPONDENT</b>	:	
	:	
<b>and</b>	:	
	:	
<b>RONDA J. WINNECOUR, ESQ.</b>	:	
<b>CHAPTER 13 TRUSTEE,</b>	:	
	:	
<b>ADDITIONAL</b>	:	
<b>RESPONDENT</b>	:	

**AMENDED MOTION TO AUTHORIZE LOAN MODIFICATION AGREEMENT**

NOW COMES the Movant, Tedi J. Perez, by and through his attorney, Lawrence W Willis, Esquire, of the law firm of Willis & Associates and file the within Motion to Authorize Loan Modification agreement, and in support thereof aver as follows:

1. The Movant is Tedi J. Perez, an adult individual presently residing at 307 Pinevue Drive, Monroeville, PA 15146.
2. The Movant is the Debtor in the above-captioned bankruptcy case.

**4. The Respondent is PennyMac Laon Services LLC a mortgage lending institution doing business in the Western District of Pennsylvania and at all times relevant hereto, utilized the mailing address of 6101 Condor Drive, Suite 200, Moorpark, CA 93201.**

**5. The Additional Respondent is Ronda J. Winnecour, Esquire, the standing chapter 13 trustee appointed in this case.**

**6. The Debtor filed a voluntary chapter 13 bankruptcy petition on April 23, 2018.**

**7. The Debtor's residence located 307 Pinevue Drive, Monroeville, PA 15146 is secured by a mortgage held by the Respondent, PennyMac Laon Servicing LLC.**

**8. The Debtor and the Respondent have negotiated a loan modification that will benefit both parties. A copy of the agreement is attached hereto and marked as Exhibit "A".**

**9. The terms of the modification, in pertinent part, are as follows:**

**a. Upon approval of the loan modification, the unpaid principal balance under the Note is \$66,209.72.**

**b. The interest rate shall be 6.750% fixed effective upon approval (from previous rate of 6.00%).)**

**c. The monthly payment shall be to \$429.43 for the principal and interest (from \$572.58). This is a total monthly decrease of principal and interest in the amount of \$143.15.**

**e. The Maturity Date of the loan will be July 1, 2053.**

**f. All delinquent payments including unpaid and deferred interest, fees, escrow advances and other costs will be added to the mortgage loan balance.**

**g. All late charges that have accrued and remain unpaid will be waived.**

- 10. The loan modification is effective August 1, 2023.**
- 11. As the Debtors' case was as a eighty-four (84) month plan, the lower arrears will save the Debtor during the remainder of his Chapter 13 bankruptcy case.**
- 12. The arrears currently being paid through the plan will be brought current.**
- 13. The modification will enable the Debtor to modify the original terms of the loan to bring it current and cure default.**
- 14. The undersigned counsel personally reviewed with the Movant in order to review and discussed the terms of the modification agreement with the Movant.**
- 15. The Movant fully understands the modification and comprehend what it entails, and pray that this Court authorizes the agreement, as it will provide relief to the Debtor.**
- 16. No creditors will be prejudiced by the granting of this Motion, nor will their interests be harmed by the approval of this Motion or the amended plan.**

**WHEREFORE, the Debtor herein respectfully prays that this Court hereby Order as follows:**

- 1. That the Loan Modification Agreement between the Debtor and PennyMac Loan Servicing LLC be authorized.**
- 2. That an amended chapter 13 plan will be filed incorporating the terms of the loan modification agreement.**
- 3. Any other or further relief that this Court deems just and proper.**

**Dated: October 9, 2023**

**By: /s/ Lawrence Willis Esq  
Lawrence W Willis, Esquire**

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